



GIS BUSINESS MANAGEMENT AGREEMENT

THIS AGREEMENT dated October 1, 2006 is made between the **Board of Commissioners of Boone County** whose address is 116 West Washington Street, Lebanon, Indiana 46052, referred to as the ACounty@, and Government Utilities Technology Service, Inc whose address is 11367W 275N, Thorntown, Indiana 46071, referred to as the AGUTS@.

WHEREAS, GUTS possesses expertise in the area of Geographic Information System (GIS) computer software and hardware, GIS application development, GIS system management and support, map maintenance, in particular;

WHEREAS, since April 1994 GUTS has provided services to County in connection with County=s GIS computing systems; and

WHEREAS, County is desirous of engaging GUTS to provide management, GIS application development, map maintenance, GIS consulting and GIS software support services in connection with County=s GIS computing systems;

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. Services. County hereby contracts with GUTS to perform the following services in accordance with the terms and conditions set forth in this agreement: GUTS will manage, consult on, support and run the County's GIS. In particular GUTS will manage existing county personnel, existing GIS software platforms, (necessary hardware to be provided by the county) and provide certain necessary human and financial resources to provide map maintenance in the form of splits, property transfers, property combines, various layer updates such as roads, hydrology, text, political boundaries, etc., as required and requested by various county offices. GUTS will also provide necessary application development, development support, training, advice and assistance with respect to GIS technology needs of the county, contracts relating to such computing services and systems and enter into negotiations regarding same on behalf of the County as directed by the county commissioners or County Surveyor. GUTS will also provide advice and assistance with respect to the purchase and/or lease of equipment and supplies to the County=s GIS computing services and system. GUTS will participate in the County's IT Team, County Computer Committee and GIS Committee.

2. Term of Agreement. This agreement will begin October 1, 2006 and will end December

31, 2007. Either party may cancel this agreement on 60 days notice to the other party in writing, by certified mail or personal delivery, provided however, in the event County cancels this agreement without cause prior to the stated termination date then County shall pay GUTS, payments for service for the period from the date of notice of cancellation to the actual date of cancellation.

3. Time Devoted by GUTS. The particular amount of time that GUTS will spend in fulfilling their obligations under this contract may vary from day to day or week to week. GUTS personnel will devote a minimum of 110 hours per month providing management, oversight, consulting, necessary application development, programming, system support and necessary digitizing resources to ensure up to date splits, combines, sub-division input, road updates, etc., and software uptime for all users of the GIS in accordance with this agreement.

4. Place Where Services Will Be Performed. GUTS will perform services in accordance with this contract at the Boone County Courthouse, and the County Annex, Lebanon, Indiana. In addition, GUTS will perform services on the telephone or at such other places as designated by County or necessary, in the discretion of GUTS, to perform these services in accordance with this agreement.

5. GIS Hardware and Software. The County agrees under this agreement that satisfactory hardware with necessary system operating software will be provided to all county employees, GUTS employees, third party vendors or any other party necessary at county offices only for the execution of this agreement. Said hardware will be properly maintained and the responsibility of the County's IT department. All issues with the hardware will be submitted via a trouble ticket to the IT department. GUTS will assume responsibility of the GIS operating software. GUTS will pay the annual maintenance of the software and will be responsible to ensure that the system is up to date and in good operation. If for any reason additional license fee's need to be obtained for the execution of this agreement it will be GUTS financial responsibility to provide for these fee's during the life of this contract. If for any reason the existing license fee's increase during the life of this contract, GUTS will be financially responsible.

6. Payment to GUTS. GUTS will be paid at the rates listed in Appendix "A" for work performed in accordance with this agreement. GUTS will submit an itemized statement setting forth the services rendered on a monthly basis. This will include but not limited to, spread sheets indicating the number of transfers received and completed for the month, any and all layer updates completed during the month, any programming accomplished during the month, etc. The County will pay GUTS the amounts due as indicated by statements submitted by GUTS as soon as possible but in each case within 60 days of receipt of such statement.

7. Independent Contractor. Both County and GUTS agree that GUTS will act as an independent contractor in the performance of their duties under this contract. Accordingly, GUTS shall be responsible for payment of all taxes including Federal, State and local taxes arising out of GUTS's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security Tax, Unemployment Insurance

taxes, and any other taxes or business license fees as required.

8. Confidential Information. GUTS agrees that any confidential information received by GUTS during any furtherance of GUTS's obligations in accordance with this contract, which confidential information concerns the personal, financial, or other affairs of County or any third parties will be treated by GUTS in full confidence and will not be revealed to any other persons, firms or organizations.

9. Employment of Others. GUTS may from time to time engage others to assist in providing the above referenced services to County and County may from time to time request that GUTS arrange for the services of others. GUTS will manage up to two county employees under this agreement. It is understood by both the County and GUTS that these two county employees are entitled to the same benefits as all other county employees and that GUTS will abide by all requirements provided for, in the county employee handbook for treatment of said employees. If GUTS is unclear on any county employee issue it will be brought to the attention of the County Surveyor or County Auditor immediately for clarification. Any county employee disciplinary matter that comes before GUTS will be documented, discussed with, and handed off to the County Surveyor for execution. If an existing county employee leaves service while working under GUTS management, GUTS will hire or replace personnel with GUTS and GUTS will be compensated at the loaded employee rate of the County employee leaving service.

10. Entire Agreement. This Agreement, the orders, appendices, and subordinate documents referenced in such orders constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements pertaining to such subject matter, and may be modified only by an amendment executed in writing by authorized representatives of both parties hereto. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

11. Modifications. This Agreement may be modified or changed only in writing and all such modifications and changes must be signed by both parties.

12. Law Governing. This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana.

13. No Agency. GUTS understands that GUTS has no authority, either expressed or implied, to act on the behalf of, to represent, or to represent that GUTS is acting on behalf of County, except in those instances in which County has given GUTS prior written or verbal consent that specifically covers GUTS's acts or representations. GUTS shall not engage in any act or representation on behalf of County, except, in those instances in which County has given prior written or verbal consent that specifically covers GUTS's acts or representation. Furthermore, GUTS shall not refrain from any action where a third party may reasonably

interpret or infer from such an action that GUTS has authority to act or represent on behalf of the County, except in those instances in which County has given prior written or verbal consent that specifically covers GUTS's acts or representations.

14. Merger, Misc. This Agreement supersedes any and all prior agreements concerning the subject matter hereof between County and GUTS. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. Lack of Funding

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Customer are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then Customer, pursuant to Indiana Code 36-4-8-12, will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the Parties, this Agreement will terminate and become null and void on the last day of the fiscal period for which appropriations were received. Customer agrees to use reasonable efforts to obtain sufficient funds, which shall include including in its budget for each fiscal period during the Term of this Agreement a request for sufficient funds to meet its obligations hereunder in full.

16. Force Majeure

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. If any such event of force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other's delay or inability to perform may elect at its sole discretion to: (a) terminate this Agreement or the affected order solely upon mutual agreement of the parties; (b) suspend such order for the duration of the condition and obtain or sell elsewhere Software, Software Products, or Support Services comparable to the Software, Software Products, or Support Services to have been obtained under the order; or (c) resume performance of such order once the condition ceases with an option in the affected party to extend the period of this Agreement up to the length of time the condition endured. Unless written notice is given within thirty (30) days after the affected party is notified of the condition, this option (c) shall be deemed selected.

GUTS:

Government Utilities Technology Service, Inc

County:

Government Utilities Technology Service Inc

By: Eric V. Goodnight
(Written)
ERIC V. GOODNIGHT
(Printed)

Title: PRESIDENT

Date: 10-16-06

Board of Commissioners of Boone County

By: Harold "Hub" Lewis
(Written)
HAROLD "HUCK" LEWIS
(Printed)

By: Charles H. Eaton 10/16/06
(Written)

CHARLES H. EATON
(Printed)

By: Betty Lee Cooper
(Written)

BETTY LEE COOPER
(Printed)

APPENDIX A

GUTS will be compensated at a rate of \$ 7416.66 per month for the services described in the attached contract.